

LEWIS BRISBOIS BISGAARD & SMITH LLP
ALEXANDER J. HARWIN, SB# 225254

E-Mail: Alexander.Harwin@lewisbrisbois.com

633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Attorneys for Defendant, Amplity, Inc.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

RUKIYA GORDON, an individual,

Plaintiff,

vs.

AMPLITY HEALTH, an unknown
business entity, AMPLITY, INC., a
corporation and DOES 1-10, DOES 11-
20 and DOES 21-20, inclusive,

Defendants.

Case No.

**GREEN DECLARATION IN
SUPPORT OF NOTICE OF
REMOVAL OF CIVIL ACTION
UNDER 28 U.S.C. § 1441(b)
[DIVERSITY OF CITIZENSHIP]**

Trial Date: None Set

I, Eric Green, declare as follows:

1. I am currently employed as General Counsel & Chief Compliance Officer for Amplity, Inc., which uses the trade name of Amplity Health (hereinafter as “Amplity, Inc.”). This declaration is offered in support of Defendant Amplity, Inc.’s Notice of Removal of this action pursuant to 28 U.S.C. § 1441(b). I have personal knowledge of the facts set forth herein, and if called as a witness to testify thereto, I could competently and truthfully do so.

2. As a result of performing responsibilities in my capacity as General Counsel & Chief Compliance Officer, I know and understand Amplity, Inc.’s

1 corporate structure as well as the location of its corporate entity, its officers and
2 senior management.

3 3. Amplity, Inc. is, and at all times alleged in the Complaint was, a
4 corporation formed and organized in the State of New Jersey with its headquarters
5 and principal place of business at 2080 Cabot Blvd. West, Suite 100, Langhorne,
6 Pennsylvania, 19047.

7 4. In addition, as part of my role, I am familiar with Plaintiff Rukiya
8 Gordon's ("Plaintiff") payroll files, which are kept in the regular course of business
9 operations for Amplity, Inc. From April 5, 2021 through January 31, 2022,
10 Amplity, Inc. employed Plaintiff as a Pharmaceutical Sales Representative
11 representing a company client in California. From my review of Plaintiff's payment
12 records provided by the Human Resources Department in the regular course of
13 business, Amplity, Inc. paid Plaintiff a bi-weekly rate of \$2,884.63 (\$1,442.315 per
14 week) which annualizes to \$75,000. Plaintiff was also eligible for and received
15 bonus compensation based on her performance.

16 I declare under penalty of perjury under the laws of the United States of
17 America that the foregoing is true and correct and that this declaration was executed
18 on this 27th day of February, 2024, at Morrisville, North Carolina.

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Eric Green